

IN THE UNITED STATES FEDERAL COURT IN THE  
WESTERN DISTRICT OF VIRGINIA

CLERK'S OFFICE U.S. DIST. COURT  
AT LYNCHBURG, VA  
FILED

MAR 08 2019

JULIA C. DUDLEY, CLERK  
BY: *F. Coleman*  
DEPUTY CLERK

McLaren Corporation,

Plaintiffs,

v.

Sensenich Propeller Service, Inc.

Defendant

Serve: C Ray Hershey  
519 Airport Road  
Lititz, PA 17543

Serve: Joseph R. Maus  
519 Airport Road  
Lititz, PA 17543

Case No. 6:19CV00008

COMPLAINT

Plaintiff, Roger Beck on behalf of McLaren Corporation, by counsel, allege as follows  
for their complaint against Sensenich Propeller Service, Inc., Defendant:

1. Plaintiff is a Virginia Corporation with its principal place of business located Goode, Virginia at 8806 Charlemont Road, Goode, Virginia.
2. Defendant is a Corporation with its principal place of business located in Lititz, Pennsylvania.
3. The Defendant serviced, for Plaintiff, a propeller on a Beech Bonanza F35, N3340C Plane.
4. The propeller was released from maintenance on January 11, 2018.

5. Plaintiff retrieved the propeller from Defendant's principal place of business on January 11, 2018 and took it to Canandaigua Air Service to be installed. The plane was retrieved on February 27, 2018. Approximately 10 minutes after departure, while in air and on route back to Virginia Plaintiff experienced an inflight mechanical emergency that resulted in an emergency landing at Harnell Municipal Airport, Hornell, N.Y.

6. Upon landing the propeller was inspected by Roger Beck, Pilot and FAA Certified Airframe and powerplant mechanic (license #3309153). He discovered the nut and bolt designed to hold Retaining Ring Part #R200-308 had loosened and fallen out. This caused loss of propeller pitch control and resulted in the propeller advancing to full course position.

7. This was caused by a bolt and nut separating from the retaining ring .

8. Plaintiff's additional expense due to faulty repairs during and after repairs directly related to Sensenich's Service is \$31,110.94.

#### **Jurisdiction and Venue**

12. The United States Federal Court for the Western District of Virginia has personal jurisdiction over this matter because Plaintiff is a company incorporated in the Commonwealth of Virginia and has his principal place of business here.

13. The United States Federal Court for the Western District of Virginia has exclusive personal jurisdiction over this matter because of Rule 4(k) of the Federal Rules of Civil Procedure.

14. The United States Federal Court in the Western District of Virginia is the preferred venue due to the aircraft and contracting corporation being located in Lynchburg, VA.

#### **Count I – Breach of Contract**

15. Plaintiffs repeat and re-allege paragraphs 1-14 as if set forth fully herein.

16. Plaintiff and Defendant had a contract that Defendant would provide propeller maintenance on Plaintiff's Beech Bonanza F35, N3340C Plane in accordance with the Beechcraft Operations and service instructions, Overhaul Instructions, Illustrated Parts Breakdown, Propellers 215.

FAA-DER Approved Manual #1125187 Published 03/01/1958 and revised 11/16/1962.

17. Upon examination of the parts after the inflight mechanical emergency it was discovered that the nut and bolt were not of the Beechcraft part specification and appeared to be used parts.

18. Defendant breached that contract when they failed to service the plane using the required Elastic Lock Stop Nut (Fiberlock Nut Part #AN365-524 NUT, AN520-10-18 SCREW) and Hex Head Steel Bolt as required by the Beechcraft Manual relating to maintenance.

19. Defendant's breach directly resulted in damages to the Plaintiff in the amount of \$31,110.94

### **Count II – Negligence**

20. Plaintiffs repeat and reallege paragraphs 1-19 as if set forth fully herein.

21. Defendant owed a duty to Plaintiff to provide maintenance services on his plane to the specifications as outlined in the Beechcraft Manual.

22. Defendant used parts that did not meet the required specifications by the Beechcraft Manual on the Plaintiff's plane.

23. As a direct result of Defendant not using the required parts as specified in the Beechcraft Manual, Plaintiff experienced an inflight mechanical emergency that required him to engage in an emergency landing and endangered his life.

24. Plaintiff incurred damages in the of amount of \$31,110.94 to repair the propeller after Defendant breached their duty to service the Plaintiff's plane with the required parts.

### **Count III – Failure to Provide Services In a Workman Like Manner**

25. Plaintiffs repeat and reallege paragraphs 1-24 as if set forth fully herein.

26. Defendant is in the business of providing propeller maintenance services in accordance with manufacturer and FAA approved maintenancer's procedures. The scope of their operation ranges from general aviation aircraft to corporate commuter aircraft.

27. Defendant has a duty to provide such services in accordance with Manufacturer and FAA service procedures and approved parts..

28. Defendant is a licensed FAA repair station #QV9R194N, located at 519 Airport Road, Lititz, PA 17543. As such Defendant has made the commitment to use the manufacture required materials to service and repair propellers. They did not.

29. Plaintiff purchased and Defendant had in its possession the required parts for Plaintiff's plane but did not use them. Plaintiff provided to Defendant a used propeller to be serviced.

This propeller was rejected and shipped back to the party whom Plaintiff purchased it from without Plaintiff's permission. Subsequently this part was sold by the parts provider without compensation to the Plaintiff.

30. As a result of Defendant's actions and not providing services in a workman manner the Plaintiff suffered damages in the amount of \$31,110.94.

### **JURY TRIAL**

A Jury Trial is Demanded.

### **PRAYER FOR RELIEF**

THEREFORE, Plaintiffs demand Defendant pay \$31,110.94 in reimbursement, and

compensate plaintiff for attorneys fees and expenses and for such other relief as this court may deem just and proper.

Roger Beck

By  \_\_\_\_\_  
Counsel

Date 3/8/19

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